

**PERRY, VAN ETEN,  
ROZANSKI & KUTNER, LLP**

**PLEASE REPLY TO:**

**NEW YORK OFFICE**  
14 Wall Street, Suite 4D  
New York, New York 10005  
(212) 406-9710  
Fax (646) 370-3303

Jeffrey K. Van Etten  
Member of the Firm  
[jkvanetten@pvrklaw.com](mailto:jkvanetten@pvrklaw.com)  
Extension 132

**LONG ISLAND OFFICE**  
225 Broadhollow Road, Suite 430  
Melville, New York 11747  
(631) 414-7930  
Fax (631) 777-4504

Members of the Firm

Douglas P. Perry  
Jeffrey K. Van Etten\*  
Kenneth J. Kutner\*\*

Associates

John J. Ullrich  
Michael H. Glassman\*  
Ariana K. Politis  
Kristen Petersen Hofer  
Anthony Lugaro  
Jessica J. Beauvais  
Megan Pollastro

Partners

Leonard Porcelli\*\*  
Jerome S. Oliner\*  
Geoffrey H. Pforr  
Thomas F. Maher  
Joseph K. Strang  
George L. Mahoney  
Kevin J. Brennan

Of Counsel  
Thaddeus J. Rozanski  
Elizabeth G. Kastner  
Justine L. Grisanti-Van Etten\*  
Amanda L. Perry

**Via ECF**

The Honorable Lorna G. Schofield  
United States District Court  
Southern District of New York  
500 Pearl Street  
New York, NY 10007

Also admit in  
New Jersey\*  
Connecticut\*\*

Re: Tibor Kiss v. Clinton Green North, LLC, and ABC Corp., a fictitious name  
intending to be that of an unknown general contractor//Clinton Green North, LLC  
v. Judy Painting Corp., Z&Z Construction & Painting, Inc., and Z&Z Service Inc.  
Our File No.: 193001  
Date of Loss: September 12, 2017  
**Docket No.: 17-cv-10029 (LGS)**

Dear Honorable Judge Schofield:

Please allow this correspondence to address the Court's September 17, 2021 Order seeking a Reply Memorandum of Law from Judy Painting Corp. in regard to the Motion in Limine to preclude the contractual indemnification clause in the Master Service Agreement (DCT. NO. 240).

Initially, the undersigned would apologize to the Court for failing to withdraw the Motion in Limine. As the Court is aware, the cross-claims of the defendants have recently been discontinued and our firm is now appearing on behalf of all defendants. In view of the foregoing, the Motion in Limine to preclude the contractual indemnification clause in the Master

Service Agreement has become moot. Respectfully, it is requested that this Motion in Limine be withdrawn.

The defendants will request, to the extent the Master Service Agreement is introduced as evidence at the time of trial, to seek a redaction of the indemnification clause as well as any insurance-based provisions, but these are simple trial redactions, which would take place as a matter of course.

Again, we apologize for any confusion arising from the cross-claim discontinuance and the change of counsel.

Very truly yours,

PERRY, VAN ETEN, ROZANSKI  
& KUTNER, LLP

BY: *Jeffrey K. Van Etten*  
JEFFREY K. VAN ETEN

JVE/mkr

cc: **Via ECF & E-mail ([iparis@parisgroup.com](mailto:iparis@parisgroup.com))**  
The Paris Law Group, P.C.  
60 East 42<sup>nd</sup> Street, Suite 4000  
New York, NY 10165  
Attn: Jason L. Paris, Esq.

**Via ECF & E-mail ([hostrovronai@ronaifirm.com](mailto:hostrovronai@ronaifirm.com))**  
Ronai & Ronai, L.L.P.  
The Ronai Building  
34 Adee Street  
Port Chester, NY 10573  
Attn: Holly Ostrov Ronai, Esq.